

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	
WOODBRIDGE GROUP OF	:	Chapter 11
COMPANIES, LLC, et al., ¹	:	Case No. 17-12560-BLS
	:	(Jointly Administered)
Remaining Debtors.	:	
	:	
MICHAEL GOLDBERG, as Liquidating	:	Adversary Proceeding No. 19-50853-BLS
Trustee of the Woodbridge Liquidation	:	
Trust, successor in interest to the estates of	:	
WOODBRIDGE GROUP OF	:	
COMPANIES, LLC, et al.,	:	
Plaintiff,	:	
v.	:	
MGM RESORTS INTERNATIONAL d/b/a	:	
MANDALAY BAY RESORT,	:	
Defendant.	:	
	:	

ANSWER TO COMPLAINT

Defendant, MGM Resorts International d/b/a Mandalay Bay Resort (“Mandalay Bay”), by and through undersigned counsel, respectfully submits this Answer to Plaintiff’s Adversary Complaint and avers as follows:

NATURE OF THE ACTION

1. This paragraph sets forth legal allegations and conclusions and not allegations of fact. As such, Defendant is not obligated to provide a response. However, to the extent that the Court Rules might require a response, Defendant states: “Denied.” Hereinafter, the foregoing response to any further paragraphs will be indicated by the phrase “Legal/Denied.”

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard, #302, Sherman Oaks, California 91423.

THE PARTIES

2. Legal/Denied.
3. Admitted.

JURISDICTION AND VENUE

4. Admitted.
5. Admitted.
6. Pursuant to Local Bankruptcy Rule 7012-1, Defendant affirms its consent to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

7. Admitted.
8. Legal/Denied.

CASE BACKGROUND

9. Admitted.
10. Admitted.

FACTS

11. Defendant is without knowledge or information sufficient to form a conclusion as to the veracity, or not, of the allegations in this paragraph. Accordingly, Defendant denies the allegations and leaves Plaintiff to his proofs. Hereinafter, responses to paragraphs asserting factual allegations about which Defendant has no knowledge will be indicated by use of the phrase "Denied/Proofs."

12. Denied/Proofs.
13. Denied.

14. Denied/Proofs.

FIRST CLAIM FOR RELIEF

**(To Avoid Intentionally Fraudulent Transfers under 11 U.S.C. §§ 544(b) and 548(a)(1)(A),
and Cal. Civ. Code§ 3439, et seq.)**

15. Defendant re-alleges and incorporates by reference each and every averment in the above paragraphs, as though fully set forth herein.

16. Denied.

17. Denied as to factual allegations and Legal/Denied as to legal allegations.

SECOND CLAIM FOR RELIEF

**(To Avoid Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 548(a)(1)(B)
and Cal. Civ. Code§ 3439, et seq.)**

18. Defendant re-alleges and incorporates by reference each and every averment in the above paragraphs, as though fully set forth herein.

19. Denied.

20. Denied.

21. Denied as to factual allegations and Legal/Denied as to legal allegations.

THIRD CLAIM FOR RELIEF

(Recovery of Property -11 U.S.C. §§ 544(b) and 550, and Cal. Civ. Code§ 3439 et seq.)

22. Defendant re-alleges and incorporates by reference each and every allegation in the above paragraphs, as though set forth fully herein.

23. Denied.

24. Denied as to factual allegations and Legal/Denied as to legal allegations.

Affirmative Defenses

1. The Complaint fails to state any claim or cause of action upon which relief can be granted as to Defendant.

2. Robert H. Shapiro was Defendant's customer. At all times material hereto, Defendant provided good and valuable consideration and services to Shapiro. Defendant sought and obtained payment only from Shapiro.

3. The doctrine of laches bars any of Defendant's claims for equitable relief.
4. Defendant has failed to join an indispensable party or parties.
5. Defendant has suffered no ascertainable loss.
6. Defendant is not indebted to Plaintiff in any sum whatsoever.

Dated: July 24, 2020

/s/ Edward A. Corma
Edward A. Corma, Esq. (DE Bar No. 6718)
COOPER LEVENSON, P.A.
30 Fox Hunt Drive
Bear, DE 19701
(302) 838-2600; Fax: (302) 838-1942
ecorma@cooperlevenson.com

-and-

/s/ Eric A. Browndorf
Eric A. Browndorf, Esq.
COOPER LEVENSON, P.A.
1125 Atlantic Avenue, Third Floor
Atlantic City, NJ 08401
(609) 344-3161; Fax: (609) 344-0939
ebrowndorf@cooperlevenson.com

Attorneys for Defendant